

U.S. Department of Justice

Washington, DC 20530

Received by NSD/FARA Registration Unit 05/29/2020 11:21:13 AM

Exhibit A to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Qatar-America Institute

2. Registration Number

6829

3. Primary Address of Registrant

101 Constitution Avenue NW, Suite 901 East, Washington, DC 20001

4. Name of Foreign Principal

The State of Qatar, including through the Embassy of Qatar, Qatar National Tourism Council, and Supreme Committee for Delivery and Legacy

5. Address of Foreign PrincipalEmbassy of Qatar, 2555 M Street NW
Washington, DC 20037**6. Country/Region Represented**

QATAR

7. Indicate whether the foreign principal is one of the following:☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) N/A☐ Individual-State nationality N/A**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

Embassy, QNTC, Supreme Committee

b) Name and title of official with whom registrant engages

Ali Al-Hajri, Former Deputy Chief of Mission

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

N/A

b) Aim, mission or objective of foreign political party

N/A

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

N/A

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/22/2020

Peggy Loar

/s/Peggy Loar

U.S. Department of Justice
Washington, DC 20530

Registration Statement

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/21/20

PEGGY A. LOAR



U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Qatar-America Institute

2. Registration Number
6829

3. Name of Foreign Principal

The State of Qatar, including through the Embassy of Qatar, Qatar National Tourism Council, and Supreme Committee for Delivery and Legacy

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 10/01/2017
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

During Ambassador Untermeyer's tenure as Chairman, the mission of QAI was to promote a better understanding of Qatar in the United States by educating the American people on the political, economic, and social issues and vital importance of the U.S.-Qatar strategic relationship.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

During the registrable period, QAI sought to promote Qatar-American relations through a variety of events, trips, studies, grants, and other programs.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See Appendix for Response

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

During the registrable period, QAI's activities and programs focused on areas such as international affairs, security, human rights, and civil society. Those programs included appearances by Qatari officials in the U.S. to speak on issues often raised against Qatar, including relations with Iran and terrorism financing; annual forums or cultural events in different U.S. cities; and sponsorship of lectures. During this period, QAI did not believe these constituted political activities under FARA.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
		See Appendix for Response	

12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
See Appendix for Response			

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
See Appendix for Response			

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

05/22/2020Peggy Loar/s/Peggy Loar

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

5/28/20PEGGY A. LOAR

Appendix

Response to Item 10

Item 10: Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act. If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

At the time the agreements submitted with this registration were signed, QAI did not believe these activities constituted political activities under FARA. In response to a March 12, 2020, letter from the U.S. Department of Justice, QAI has made the decision to register. During the registrable period, QAI's activities and programs focused on areas such as international affairs, security, human rights, and civil society. These programs included appearances by Qatari officials in the U.S. to speak on issues often raised against Qatar, including relations with Iran and terrorism financing; annual forums for cultural events in different U.S. cities; and sponsorship of lectures on a wide variety of topics.

Appendix

Response to Item 11-Detail

Date	Contact	Method	Purpose
05/01/2018	Embassy & QAI contacts	Media Voices/John Frederick's Show/Common Sense; Media Voices Contract	Media Voices/John Frederick's Show/Common Sense: Access to key guests; (1) regular show appearances by highly ranking Qatar officials, business leaders, experts; (2) live shows every other month at QAI to promote Qatar's progress, the World Cup, etc.; and (3) regular discussions with U.S. based and overseas Qatar officials for background and education
07/11/2018	Embassy & QAI contacts	World Cup Social Event	World Cup Social related to culture
06/28/2018	Embassy & QAI contacts	World Cup Social Event	World Cup Social related to culture
06/26/2018	Embassy & QAI contacts	World Cup Social Event	World Cup Social related to culture
07/10/2018	Embassy & QAI contacts	World Cup Social Event	World Cup Social related to culture
06/25/2018	Embassy & QAI contacts	World Cup Social Event	World Cup Social related to culture
06/19/2018	Embassy & QAI contacts	World Cup Social Event	World Cup Social related to culture
09/24/2018	Embassy & QAI contacts	UN General Assembly	UN General Assembly related to NY Program
01/17/2019	Embassy & QAI contacts	Happy Hour event	Congressional Happy Hour
01/27/2019	AIHM contacts	Luncheon	QAI Sponsors AIHM (America's Islamic Heritage Museum) Luncheon related to culture
01/30/2019	Embassy & QAI contacts	Food Festival	Georgetown Food Festival related to education program
02/07/2019	Embassy & QAI contacts	Reception	Reception honoring Latrice Powell related to Human Rights and Civil Society
03/05/2019	Embassy & QAI contacts	Happy Hour event	Congressional Happy Hour
03/26/2019	Embassy & QAI contacts	Briefing	WC22 Briefing DC related to culture
06/01/2019	Coast to Coast contacts	One delegation trip; Coast to Coast Strategies Agreement	Delegation travel to Qatar
03/26/2019	QAI contacts	Reception	NY Liga Reception - NY Program
03/27/2019	QAI contacts	Dinner	NY Salon Dinner - NY Program
04/08/2019	QAI contacts	Reception; QNTC Food Festival Program	Midwestern State Society Reception
04/16/2019	QAI contacts	QNTC Food Festival Program	Cornell Food Festival
04/30/2019	QAI contacts	Reception	NY Liga Reception - NY Program
05/01/2019	QAI contacts	Dinner	NY Salon Dinner - NY Program
05/22/2019	QAI contacts	QNTC Food Festival Program	Interfaith Poetry Iftar
06/17/2019	QAI contacts	Dinner	Chicago Salon Dinner - NY Program
06/18/2019	QAI contacts	Reception	Chicago Liga Reception- NY Program
06/18/2019	QAI contacts	Briefing	Chicago WC Briefing - NY Program
06/26/2019	QAI contacts	Dinner; QNTC Food Festival Program	Q-NHRC Salon Dinner (DC)
06/27/2019	QAI contacts	Reception; QNTC Food Festival Program	Illinois State Society Reception
08/07/2019	QAI contacts	Youth luncheon; QNTC Food Festival Program	Youth Assembly of Qatar, Luncheon
09/01/2019	QAI contacts	Luncheon; QNTC Food Festival Program	Boys and Girls Club of Greater Washington, Luncheon
09/11/2019	QAI contacts	Reception; QNTC Food Festival Program	Xavier Reception
11/05/2019	QAI contacts	QNTC Food Festival Program	VCU Qatar Day
12/09/2019	QAI contacts	Dinner; QNTC Food Festival Program	Salon Dinner (Doha)
12/18/2019	QAI contacts	Dinner; QNTC Food Festival Program	NY Salon Dinner - NY Program
01/28/2019	QAI contacts	Reception; QNTC Food Festival Program	Reception in Houston

Date	Contact	Method	Purpose
02/28/2019	QAI contacts	Reception; QNTC Food Festival Program	Reception in DC
02/25/2020	QAI contacts	Film Screening; QNTC New York Program	DFI Film Screening at Tribeca Film Center - NY Program
03/31/2020	QAI contacts	End of Office Term; QNTC New York Program	WeWork NY Office, End of Term - NY Program
03/09/2019	QAI contacts	Stanford Mena-Forum	Talks and meetings in San Francisco with experts on science and technology
04/01/2019	QAI contacts	World Strategic Forum	Talks and meetings in Miami with experts on politics and economics
02/02/2020	QAI contacts	Expert Voices Delegation; Expert Voices Agreement	Talks and meetings in Los Angeles with experts on film

Appendix

Response to Item 12

Item 12: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise? If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
10/13/2017	Embassy of the State of Qatar	Gift & Pledge	\$5,227,500.00
10/16/2019	Embassy of the State of Qatar	Qatar-America Leadership Exchange Delegation	\$219,236.00
10/16/2019	Embassy of the State of Qatar	Radio Interviews with Qatari Experts	\$180,000.00
05/20/2019	Qatar National Tourism Council	Cultural and Interfaith Delegations	\$270,000.00
05/20/2019	Qatar National Tourism Council	Food Festival Series	\$50,000.00
05/20/2019	Qatar National Tourism Council	New York Program and Events	\$175,000.00
03/25/2019	Supreme Committee for Delivery and Legacy	Expert Voices Events	\$150,000.00

Appendix

Response to Item 13

Item 13: During the period beginning 60 days prior to the obligation to register for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal? If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
05/01/2018	Common Sense Media LLC	Media Voices/John Frederick's Show/Common Sense: Disbursements for expenses associated with shows, events, and discussions	\$180,000.00
06/01/2018	Walmart	Food and snacks for six World Cup social events related to culture	\$91.86
10/01/2018	QAI personnel	Lodging, meals, travel, and printing for UN General Assembly NY event	\$2,493.96
10/01/2018	QAI personnel	Travel for UN General Assembly NY event	\$171.00
09/24/2018	Creative Edge Parties Caterers, Inc.	Meals and entertainment for UN General Assembly NY event	\$46,667.12
10/01/2018	Estiatorio Milos	Meals and entertainment for UN General Assembly NY event	\$5,490.00
09/18/2018	Expedia.com	Lodging for UN General Assembly NY event	\$10,182.14
10/01/2018	QAI personnel	Meals, lodging, and travel for UN General Assembly NY event	\$840.83
10/01/2018	GreenPeak Building Services, Inc.	Services for UN General Assembly NY event	\$391.95
10/01/2018	QAI personnel	Meals and entertainment for UN General Assembly NY event	\$541.03
10/01/2018	Jeannette D. Moses	Videographer and photographer for UN General Assembly NY event	\$2,200.00
10/01/2018	Minuteman Press	Printing for UN General Assembly NY event program	\$433.85
10/01/2018	QAI personnel	Meals and entertainment for UN General Assembly NY event	\$264.50
09/27/2018	Servcorp	Meals and entertainment, including overtime, for UN General Assembly NY event	\$16,938.56
10/01/2018	St Regis New York	Meals and entertainment for UN General Assembly NY event	\$406.02
09/25/2018	TradeShow Plus	Office equipment for UN General Assembly NY event	\$1,120.62
09/27/2018	United Airlines	Travel for UN General Assembly NY event	\$789.40
09/24/2018	Vaucluse	Meals and entertainment for UN General Assembly NY event	\$9,972.50
09/24/2018	VistaPrint	Printing for UN General Assembly NY event	\$199.65
01/23/2019	Dry Cleaning	Linen cleaning for 1/17/2019 congressional happy hour	\$67.80
01/16/2019	Me Jana	Buffet for 1/17/2019 congressional happy hour	\$2,143.00
01/24/2019	Me Jana	Buffet for AIHM Luncheon related to culture	\$757.00
02/04/2019	Dry Cleaning	Linen cleaning for Georgetown Food Festival related to education program	\$50.85
01/07/2019	Me Jana	Buffet for Georgetown Food Festival related to education program	\$2,183.00
01/25/2019	Capital Candy Jar	Chocolate for Georgetown Food Festival related to education program	\$302.50
02/07/2019	Sugar Collaborations	Food for reception honoring Latrice Powell related to Human Rights and Civil Society	\$2,673.00
02/06/2019	Drizly	Beverages for reception honoring Latrice Powell related to Human Rights and Civil Society	\$414.12

Date	Recipient	Purpose	Amount
03/11/2019	Dry Cleaning	Linen cleaning for 3/5/2019 congressional happy hour	\$60.00
03/05/2019	Me Jana	Buffet for 3/5/2019 congressional happy hour	\$1,179.00
04/01/2019	Dry Cleaning	Linen cleaning for WC22 Briefing DC related to culture	\$20.00
03/26/2019	Corner Bakery	Food for WC22 Briefing DC related to culture	\$257.23
03/29/2019	Q Coffee	Beverages for WC22 Briefing DC related to culture	\$33.16
10/26/2019	Coast to Coast Strategies	Arrangements for QALE Delegation	\$219,236.00

**QATAR EMBASSY
GIFT AND PLEDGE AGREEMENT**

THIS AGREEMENT, effective October 1, 2017, is executed by and between the **Embassy of the State of Qatar** (hereinafter, "Embassy"), 2555 M Street, N.W., Washington, DC 20037, and the **Qatar-America Institute** (hereinafter, "Grantee"), 10000 Memorial Drive, Suite 920, Houston, Texas 77024, USA.

WHEREAS, subject to the terms set forth in this Agreement, Embassy has selected Grantee as a recipient of a charitable gift from the Embassy for the purpose of executing the project described herein.

NOW THEREFORE, the Parties agree as follows:

- 1. Gift Pledge.** Embassy pledges to give the sum of US\$ 1,742,500 (the "Gift") annually to Grantee, to be used exclusively for the project described in this Agreement (the "Project"). The term shall be not less than three years (from the Effective Date until September 30, 2020). The gift shall be paid in six-month increments according to the payment schedule attached as Exhibit 1, the Gift Payment Schedule. **At least 60 days prior to each payment date, the Parties shall review the activities, expenses and income of the Grantee, and subject to mutual agreement in writing, may adjust the Gift and/or the payment schedule.** In the discretion of the Embassy, the duration of the Gift payments may be extended beyond three years, and/or the Gift may be increased to cover the costs of special programs or expenses proposed by Grantee, subject to written amendment of this Agreement.
- 2. Project Description.** Grantee shall establish, manage and execute the Project described in Exhibit 2, the Project Description. Grantee shall use the Gift, including any income or proceeds generated by the Gift, exclusively for the Project. For the avoidance of doubt, Embassy assumes no responsibility for the Project, and shall exercise no governance or management role with respect to the Project or the Grantee.
- 3. Changed Circumstances.** To the extent that a change in circumstances precludes or substantially inhibits execution of the Project, the unexpended portion of the Gift shall be returned by Grantee to Embassy, and this Agreement shall terminate.
- 4. Reporting.** Commencing with Grantee's receipt of any portion of the Gift funds, Grantee shall submit written reports to Embassy not later than 30 days after the end of each calendar year, and such reports shall include the following information: (a) a narrative description of the status, progress, and accomplishments of the Project; and (b) an accounting of Gift funds received, and expenditures in furtherance of the Project.
- 5. Audit and Access to Records.** Grantee shall make and keep books, records and accounts that, in reasonable detail, accurately and fairly reflect financial transactions and accounting operations associated with the Gift, including custody and disposition of Gift funds, together with any related income or earnings. Upon reasonable notice and at reasonable times, all such records shall be made available for inspection by Embassy or by independent auditors appointed by Embassy.

6. **Compliance with Law.** In the execution and performance of this Agreement, including the Project, Grantee confirms that Grantee has complied, and will comply, with all applicable laws.
7. **Limitation of Liability.** The Gift is made to Grantee solely for charitable purposes. Neither Embassy, nor its representatives or agents, intend by this Gift to carry on any commercial activity in the United States, and no waiver is intended with respect to any immunity to which Embassy is entitled under the laws of the United States or any other jurisdiction. The Parties acknowledge and agree that: (a) execution of the Project is exclusively the responsibility of Grantee, and Embassy assumes no liability to Grantee or to any other party for claims associated with the Project, irrespective of the underlying cause of action; and (b) Grantee expressly waives, and releases Embassy (including its representatives and agents) from, any claim, liability or demand related to the Gift or the Project.
8. **Notices.** All notices or communications between the Parties in relation to this Agreement, the Gift or the Project shall be directed as follows:

If to Embassy:

Ambassador
Embassy of the State of Qatar
2555 M Street, N.W.
Washington, D.C. 20037
(202) 274-3111

If to Grantee:

Hon. Chase Untermeyer
Qatar-America Institute
10000 Memorial Drive, Suite 920
Houston, Texas 77024, USA

Office: (+1) 713-683-9888
US mobile: (+1) 713-542-8904
Qatar mobile: (974) 6689-7057
Fax: (+1) 713-683-9896

chase@untermeyer.com
www.untermeyer.com

IN WITNESS WHEREOF, Embassy and Grantee have executed this Agreement by their duly authorized representatives.

EMBASSY OF THE STATE OF QATAR

By: 

Dated: 11 Oct 17

GRANTEE

By: 

Dated: 11 Oct 17

EXHIBIT 1
GIFT PAYMENT SCHEDULE

October 1, 2017	\$ 871,250.
March 31, 2018	\$ 871,250.
October 1, 2018	\$ 871,250.
March 31, 2019	\$ 871,250.
October 1, 2019	\$ 871,250.
March 31, 2020	\$ 871,250.

EXHIBIT 2: PROJECT DESCRIPTION

Name: The Qatar-America Institute ("The Institute")

Legal status: A non-profit corporation organized under the tax laws of the United States

Location: Washington, DC

Mission: To increase understanding about Qatar among the people of the United States and to strengthen Qatari-American relations through a variety of events, trips, studies, grants, and other programs.

Staff: The Institute will have a fulltime paid staff of at least 5, consisting of:

- A president/chairman of the board;
- An executive director;
- An assistant to the executive director;
- A program director; and
- An assistant to the program director.

Outside assistance: The Institute may contract for services in budget/management, public relations, translation, website design/maintenance, social media, event planning/execution, book/record keeping, human resource policies and practices, benefits management, and information technology. It may also engage temporary personnel to help with VIP visits and with special events like forums and cultural exhibits/performances.

Board of Directors: The Board of Directors will meet twice yearly, once in Washington and once in Doha. It will oversee the operations of The Institute, advise on programs, and serve as an ongoing resource. It will contain both Qatari and American members with experience in:

- International relations;
- Academia;
- Public policy;
- Business/finance;
- Defense/Security
- Media; and
- Civil society.

Ideally, the Board should contain two former members of Congress, one from each political party.

Areas of focus: The Institute, to be most effective, will limit its activities and programs to certain areas, such as:

- International affairs, principally Qatar's relationship with the United States and with nations in the Middle East;
- Security, principally the defense of the Arabian Gulf and counter-terrorism;
- Human rights, principally the rights of women and of foreign workers in Gulf countries;
- Civil society, principally organizations and activities that foster civic engagement; and
- Culture, principally the arts of Qatar and the broader Islamic world.

Programs: The Institute could sponsor such activities as:

- Trips by influential (and potentially influential) Americans to Qatar; see "United States-Qatar Leadership Missions" below.
- Appearances by Qatari officials before a variety of forums in US cities (especially outside the Boston-New York-Washington corridor) to speak on regional issues. These talks should specifically and unhesitatingly address the issues often raised against Qatar, such as the broadcasts of Al Jazeera, relations with Iran, terrorist finance, and support for the Muslim Brotherhood, Hamas, Hezbollah, and Sunni groups in opposition to the Assad regime in Syria.
- Visits to the US by Qatari women who will speak to the freedoms and opportunities they enjoy within traditional Qatari culture.
- Exchanges of art by US and Qatari museums.
- An annual forum or cultural event in a different US city.
- Debates similar to the "Doha Debates", in which opposing teams of experts discuss such controversial topics as the challenge from Iran, the future of the GCC, the treatment of expatriate labor, the rights of women, and democracy in the Arab/Muslim world.
- Grants to universities, public policy institutes, and individual scholars for special studies on Qatar and the Gulf region, without any restrictions on their work and the eventual public dissemination of their findings.
- Contributions to US cultural, educational, and charitable institutions, particularly those with which the Institute has or desires a relationship.
- Sponsoring lectures on a wide variety of topics, such as Islamic art, Bedouin life, and the history of the pearl trade in the Gulf.

- Sponsoring "Model United Nations" and "Model Arab Leagues" for US high school and college students.
- Paid internships for university students during the academic year and during summers. Ideally, these interns will be given funded travel to Qatar at some point.
- A website of information about Qatar and US events involving Qatar, with links to the sites of the Embassy of Qatar, the US-Qatar Business Council, Qatar Museums, the Qatar Tourism Authority, and others.

Funding: Funding for the Institute will come from an annual grant from the State of Qatar. These funds could be supplemented by sponsorships of specific programs by Qatari and American corporations and by partnerships with US universities and public policy institutes. The Institute will be permitted to accept grants from private and public sources for such purposes as forums, studies, and cultural events.

Partnerships: The Institute should actively seek partnerships with other public-policy institutes throughout the US, especially those associated with universities. Special contact should be made with those universities represented in Education City and those where Qataris have studied, such as Portland State, Western Michigan, and Colorado State.

The Institute should also have ongoing working relationships with the Council on Foreign Relations, the World Affairs Councils of America, the Middle East Institute, Asia Society, and other groups concerned with international matters.

Initial plan: In 2017, emphasis will be given to recruiting staff; setting up the office; forming the board; establishing partnerships; and sending the first VIP delegation to Qatar. In 2018, the first set of programs inside and outside Washington will be held, and 4-6 VIP trips will be sent to Qatar. In both years, events tied to the visits to US cities by the ambassador of Qatar and other Qatari officials will be planned and executed.

Follow-up: Follow-up to all Institute programs is essential in order to benefit from the knowledge and influence of participants. The Institute staff will maintain a current roster of these persons and keep them informed and involved through newsletters and invitations to events.

Whenever the Qatari ambassador and/or any other Qatari official visits a city in which one or more former participants live, these persons should be invited to a private meeting with the official(s). They could also be asked to serve as hosts at Institute-funded luncheons and dinners with other leading citizens of that community held during the official's visit.

Distinct roles: The Institute will not supersede or duplicate the activities of:

- The US-Qatar Business Council Business;
- The Qatar Foundation;
- Qatar Museums; and
- Any other Qatari government or private institution.

On the contrary, The Institute will partner with all of these institutions in the common goal of strengthening Qatari-American relations.

United States-Qatar Leadership Missions:

- As an early initiative, The Institute will sponsor special trips to Qatar for delegations of 10 influential (and potentially influential) Americans from across the US. The trips would be all-expenses-paid for each participant.
- Initially, each delegation will consist of a mix of business people, state and local officials, academics, journalists, and other community leaders, varied by section of the country, race, gender, ethnicity, and political party.
- Eventually, the delegations can specialize, to include only mayors, state legislators, retired senior military officers, professors of history, journalists, museum directors, etc.
- Each trip will be for three full days and four nights in Doha, with one day for travel on both ends.
- Ideally, each delegation will meet with such key leaders as:
 1. Their Highnesses the Amir and/or the Father Amir;
 2. HE the Prime Minister and Minister of the Interior;
 3. HE the Foreign Minister;
 4. HE the Defense Minister;
 5. HE the Energy Minister; and
 6. HE the Commerce Minister
 7. The US ambassador; and

8. A senior officer at the forward headquarters of the US Central Command at the Al Udeid base.

- Delegates will tour such places as Education City, Ras Laffan, the Museum of Islamic Art, Katara, Souq Waqif, the Grand Mosque, and the desert near Khor al Udeid.
- Ideally, there will be other special features, such as:
 - A reception hosted by a senior Qatari at the Museum of Islamic Art or Mathaf.
 - Dinner on a traditional dhow, such as the one maintained by the Private Engineering Office.
 - Dinner hosted in a private home or tea in a majlis, to give an insight into traditional Qatari life.
- Mrs Diana Untermeyer, assisted by Institute staff, is available to organize and escort each delegation.
- The cost of each trip will be calculated on the basis of sending 10 delegates and two escorts. The main expenses will be:

Airfare: Round-trip business-flexi-class travel on Qatar Airways to and from gateway cities in the United States plus round-trip business-class travel to and from these gateway cities from wherever delegates may live.

Hotel: 12 rooms for 4 nights, ideally at a rate granted the Government of Qatar.

Ground transportation: 4 sedans, three passengers per car, either rented from the hotel or provided by the Government of Qatar.

Meals: Lunches and dinners, assuming breakfast is included with hotel.

Consulting Fee for Mrs. Diana Untermeyer to organize and accompany delegations.

Any savings can be applied toward the cost of future trips.

[end]

Date:

Qatar-America Institute
101 Constitution Ave, N.W., 901 East,
Washington, D.C. 20001

The SUPREME COMMITTEE FOR DELIVERY & LEGACY, an entity established under the laws of the State of Qatar pursuant to Emiri Decree No. (27) of 2011 as amended by Emiri Decree No. 3 of 2014 (**SC**) and Qatar-America Institute, a limited liability company organised and existing under the laws of the District of Columbia (**Sponsored Party**) have agreed to sponsorship of the Event by SC in accordance with the terms set out in this Agreement.

Special Conditions

Item	Key Term	Description
1.	Effective Date	Upon the execution of the Agreement by both parties
2.	Term	One year from the Effective Date
3.	Sponsorship Fee	US\$ 150,000
4.	Payment Procedure	SC shall pay the Sponsorship Fee to the Sponsored Party within ten (10) days of the agreement effective date.
5.	Exclusivity	Not Applicable
6.	Event	Sponsored Party will organize a number of speaking and media events outside of DC/NYC for Qatari Experts over 2019.
7.	SC Marks	Not Applicable
8.	Sponsored Party Marks	Not Applicable
9.	Limit of SC Liability	One hundred per cent (100%) of the Sponsorship Fee.
10.	Notices and Invoices	<p>(a) for SC Supreme Committee for Delivery and Legacy 37th Floor, Al Bidda Tower, Al Corniche Street P.O. Box 62022, Doha, Qatar e-mail address: notices@sc.qa Attention: Secretary General/ General Counsel or, if applicable, SC Representative</p> <p>(b) for the Sponsored Party: Paul W. Hamill Qatar-America Institute 101 Constitution Ave, N.W., 901 East, Washington, D.C. 20001 e-mail address: paul.hamill@qataramerica.org Attention: Executive Director</p>

Agreement No.: SB-018060319 - Qatar-America Institute

In witness whereof the Parties hereto have caused this Agreement to be executed in duplicate, intending each duplicate to serve as an original as at the date of this Agreement.

For and on behalf of:

Supreme Committee for Delivery and Legacy

Signature:

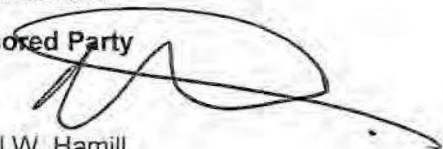
Name: Saoud Al Delaimi

Title: Secretary General Office Director

Date:

For and on behalf of:

The Sponsored Party

Signature: 

Name: Paul W. Hamill

Title: Executive Director

Date: 11 MARCH 2019.



1 SPONSORED PARTY OBLIGATIONS: The Sponsored Party grants SC the right to use the Event Marks, SC Event Materials, SC Marks, SC IPR, and SC's designs, Sponsored Party IPR, images, artwork and/or other intellectual property (the *Sponsorship Rights*) at and during the Event at all times in accordance with this Agreement, including the Permitted Use Guidelines. The Sponsored Party shall ensure that: (a) any SC Event Materials and SC Marks shall be used during the Term in accordance with SC's prior approval and reasonable instructions; and (b) it shall not knowingly do, or cause or permit to be done, anything which may prejudice or harm or which has the potential to prejudice or harm the SC IPR and SC Marks or the image of SC; and (c) it complies with all laws and regulations relevant to the exercise of the Sponsorship Rights and the performance of its obligations under this Agreement. The Sponsored Party shall defend, indemnify and hold SC harmless from any failure to comply with such laws and regulations.

2 SC OBLIGATIONS: SC shall: (a) pay to the Sponsored Party the Sponsorship Fee in accordance with the Payment Procedure outlined in the Special Conditions; and (b) provide the Sponsored Party with such assistance that SC deems reasonably necessary to facilitate the provision of the Sponsorship Rights.

3 SUBCONTRACTING: The Sponsored Party shall not be entitled to subcontract all or any part of its obligations under this Agreement without the prior written approval of SC, which may be conditional and/or withheld each at SC's absolute discretion. The Sponsored Party shall be responsible for the acts or defaults of any subcontractors and of his agents or employees, as if they were the acts or defaults of the Sponsored Party. The Sponsored Party shall defend, indemnify and hold SC harmless in respect of any claims made by subcontractors.

4 INTELLECTUAL PROPERTY: Each of the SC and the Sponsored Party shall retain exclusive ownership of all intellectual property rights owned by such Parties as at the Effective Date. Subject to Clauses 5, 6 and 7, SC grants and the Sponsored Party accepts a worldwide, sub-licensable, non-exclusive, royalty free licence to use SC Marks, during the Term to promote and exploit the Event in any media whether now known or yet to be invented. The Sponsored Party grants and SC accepts a restricted, non sub-licensable, non-exclusive, irrevocable royalty free license to use the Sponsored Party Marks during the Term for the delivery of the Sponsorship Rights. Notwithstanding the foregoing, any proposed sub-licensing of the SC Marks pursuant to the licence granted hereunder shall be subject to the prior written approval of SC, which may be conditional or withheld each at SC's absolute discretion.

5 THIRD PARTY INTELLECTUAL PROPERTY: The Sponsored Party shall not use any SC IPR, SC Marks or any material which are, or may be, subject to any third party intellectual property rights (including any intellectual property rights of FIFA) without the express prior written approval of SC, which may be conditional or withheld each at SC's absolute discretion. The Sponsored Party shall defend, indemnify and hold SC harmless against and from all losses arising out of or in relation to any infringement or alleged infringement of the intellectual property rights of any third party arising from or in connection with the exercise of the Sponsorship Rights.

6 CONFIDENTIALITY: The Sponsored Party shall not at any time disclose to any person any information (whether

confidential or otherwise) disclosed to it by SC concerning the business affairs of SC (*Confidential Information*). Notwithstanding the foregoing, the Sponsored Party shall be entitled to disclose the Confidential Information to: (a) its officers, agents, employees or subcontractors who need to know such information for the purposes of the Sponsored Party performing its obligations under this Agreement; or (b) as may be required by the laws of Qatar, court order or by any governmental or regulatory authority. The obligations of confidentiality contained in this Clause shall survive the expiry or termination of this Agreement.

7 PUBLICITY AND MEDIA: The Sponsored Party shall not make or undertake any media releases, announcements, public statements, promotional activities or other public disclosures to any third parties relating to SC, SC IPR, the SC Marks, any FIFA competitions or this Agreement without the prior written approval of SC, which may be conditional or withheld, each at SC's absolute discretion. Any disclosure by the Sponsored Party in violation of this Clause shall be deemed a material breach of this Agreement.

8 EXCLUSIVE RIGHTS: If any of the Sponsorship Rights are expressed in the Special Conditions to be exclusive or subject to restricted sponsorship numbers, the Sponsored Party shall not grant the same rights to a third party for use in advertising, marketing or promoting products or services in relation to the Event.

9 WORKERS' WELFARE STANDARDS: The Sponsored Party acknowledges and agrees that the document entitled Workers' Welfare Standards (as may be amended by SC from time to time) shall be deemed to form part of this Agreement and shall be binding and enforceable on the Sponsored Party. Any rights, obligations, remedies or liabilities in the Workers' Welfare Standards are in addition to and do not in any way replace, alter or amend any rights, obligations, remedies or liabilities contained in this Agreement. The Sponsored Party shall, in so far as its obligations under this Agreement are being performed in Qatar, perform such obligations strictly in accordance with and so as to best give effect to the Workers' Welfare Standards. SC shall make a copy of the Workers' Welfare Standards available to the Sponsored Party upon request.

10 PAYMENT: Any payment made by SC to the Sponsored Party is inclusive of all costs and disbursements of whatever nature incurred by the Sponsored Party including travel, accommodation and other expenses. The Sponsorship Fee also includes all taxes, customs duties and tariffs or similar charges that are or may become due. Any payment made by SC is without prejudice to any claims or rights which SC may have against the Sponsored Party.

11 SET OFF: Prior to making any payments to the Sponsored Party, SC shall be entitled to make appropriate deductions or deferments in respect of any disputes or claims whatsoever with or against the Sponsored Party.

12 INDEMNIFICATION & INSURANCE: The Sponsored Party shall indemnify and hold harmless SC, against and from all losses in respect of (a) bodily injury, sickness, disease or death, of any person whatsoever; and (b) damage to or loss of any property, real or personal, in each case, arising out of or in the course of or by reason of the Sponsored Party's performance or non-performance of its obligations under this Agreement. SC shall indemnify and hold harmless the Sponsored Party against and from all losses in respect of any

bodily injury, sickness, disease or death which is attributable to any fraud, negligence or wilful act by SC. The Sponsored Party shall maintain such full and comprehensive insurance policies as would ordinarily be required in accordance with best industry practice.

13 LIMITATION OF LIABILITY: SC's maximum liability under this Agreement including liability in contract, under warranty, indemnity or otherwise at law shall not exceed the Sponsorship Fee. Neither Party shall be liable to the other Party for any indirect, incidental or consequential damages, including for loss of revenue, capital, information or data, opportunity, regardless of whether such liability arises out of contract or otherwise at law.

14 TERM AND TERMINATION: This Agreement shall commence on the Effective Date and shall, unless otherwise terminated in accordance with this Agreement, continue for the duration of the Term. SC may, on notice to the Sponsored Party, terminate all or part of this Agreement: (a) immediately upon notice to the Sponsored Party, where the Sponsored Party (i) becomes insolvent, bankrupt, goes into liquidation or administration or is subject to events of a similar nature; (ii) materially breaches any provision of the Agreement; and/or (iii) is in breach of Clause 9. Where SC has terminated this Agreement, the Sponsored Party shall immediately refund to SC all payments of the Sponsorship Fee made by SC to the Sponsored Party, such amounts being a debt immediately due and owing to SC.

15 GOVERNING LAW & DISPUTE RESOLUTION: This Agreement and any disputes arising in relation to it are governed by Qatari law. Any dispute arising out of or in accordance with this Agreement shall be subject to the exclusive jurisdiction of Qatari courts.

16 SEVERANCE: If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17 ENTIRE AGREEMENT: This Agreement sets out the entire agreement between the parties. Unless otherwise expressly

stipulated in the Agreement, no other term, express or implied, forms part of this Agreement, including any standard terms and conditions of the Sponsored Party.

18 ASSIGNMENT: SC shall be free to assign, novate or transfer any of its rights or obligations under this Agreement without the consent of the Sponsored Party and the Sponsored Party will undertake all acts necessary to give effect to such at SC's request. The Sponsored Party may not assign, novate or transfer any of its rights or obligations under this Agreement without the written consent of SC.

19 NOTICES: A notice or invoice given under this Agreement shall be in writing in the English language, by email, personal delivery, first class post or facsimile and sent for the attention of the person and to the address specified in the Special Conditions.

20 INTERPRETATION: In the event of any conflict or ambiguity within or between the Special Conditions, these terms and conditions and Schedule 1, SC shall, in its sole discretion, determine the interpretation to apply. In addition: (a) **Event Marks** means the Sponsored Party's Marks and the Sponsored Party IPR used singularly or collectively in association with the Event or in the exercise of the Sponsorship Rights; (b) **Permitted Use Guidelines** means the guidelines setting out the technical requirements for the reproduction of SC Marks and the exercise of the Sponsorship Rights, as set out in Schedule 1; (c) **SC Event Materials** means any advertising or promotional materials or products produced by or on behalf of SC which associate SC with the Event; (d) **SC IPR** means any intellectual property rights owned by SC as at the Effective Date, including the SC Marks; (e) **Sponsored Party IPR** means any intellectual property rights owned by the Sponsored Party as at the Effective Date, including the Sponsored Party Marks; and (f) **Sponsored Party's Event Materials** means any advertising or promotional materials or products produced by or on behalf of the Sponsored Party which makes use of or incorporates SC IPR and/or SC Marks and/or associates SC with the Event.



Agreement No.: SB-018060319 - Qatar-America Institute

Schedule 1 – Permitted Use Guidelines

Not Applicable

A handwritten signature in black ink, appearing to be 'PA' with a long horizontal line extending to the right.



SPONSORSHIP AGREEMENT

Between

The National Tourism Council

And

Qatar-America Institute

“PROJECT: Delegation Sponsorship”

THIS AGREEMENT, effective 30/04/2019, is executed by and between Qatar National Tourism Council, a governmental agency established by Emiri Decree No. 74 of 2018 and having its address at PO Box 24624, Doha, Qatar. (the “Sponsor”) and the Qatar-America Institute, a limited liability company organized under the laws of the District of Columbia (“QAI”), governs the terms and conditions by which the Sponsor shall provide a Sponsorship to QAI (the “Sponsorship”) and the purpose and use of that Sponsorship by QAI.

WHEREAS, subject to the terms set forth in this Agreement, the Sponsor has selected QAI as a recipient of a Sponsorship Fund from the Sponsor for the purpose of “organizing and hosting a cultural delegation and an interfaith delegation to Qatar in 2019” the project described in Annex 1 (the “Project”); and

WHEREAS the Sponsor understands and agrees that its Sponsorship shall have no influence or bearing on QAI’s mission, activities, programs, policies, or acts in any way other than by means of a restricted Sponsorship to support the Project and that the Sponsor shall have no role or influence on QAI’s governance, which shall remain exclusively subject to the Board of Directors of QAI.



القارة



NOW THEREFORE, the Parties agree as follows:

1. Sponsorship Pledge. The Sponsor pledges to give the sum of US\$ 270,000 - Two Hundred Seventy Thousand US Dollars (the "Sponsorship Fund") to QAI, to be used exclusively for the project described in this Agreement. The Sponsorship Fund shall be paid as a single lump-sum monetary payment on (the "Sponsorship Date").
2. Project Responsibilities. QAI shall establish, manage and execute the Project. QAI shall use the Sponsorship Fund, including any income or proceeds generated by the Sponsorship for the Project. For the avoidance of doubt, the Sponsor assumes no responsibility for the Project, and shall exercise no governance or management role with respect to the Project or QAI. QAI shall recognize the Sponsor and the Sponsorship in accordance with the Sponsorship recognition terms, if any, set forth in Annex 2. To the extent that the Project does not use the full Sponsorship Fund, the residual monies may be used by QAI in such a way as to enable QAI to: pursue its Mission, maintain QAI's independence, protect QAI's reputation, and accomplish the Sponsor's objectives underlying the Sponsorship, so long as the residual monies do not exceed 25 percent of the Sponsorship Fund.
3. Changed Circumstances. To the extent that: (a) a change in circumstances precludes or substantially inhibits execution of the Project; or (b) the QAI fails to execute the Project substantially in accordance with the Project Description, the unexpended portion of the Sponsorship shall be returned by QAI to the Sponsor upon written request by Sponsor, and this Agreement shall terminate.
4. Reporting. Commencing with QAI's receipt of any portion of the Sponsorship funds, QAI shall submit written reports to the Sponsor not later than 30 days after the end of each calendar year, and such reports shall include the following information: (a) a narrative description of the status, progress, and accomplishments of the Project; and (b) an accounting of Sponsorship funds received, and expenditures in furtherance of the Project.





5. **Audit and Access to Records.** QAI shall make and keep books, records and accounts that, in reasonable detail, accurately and fairly reflect financial transactions and accounting operations associated with the Sponsorship, including custody and disposition of Sponsorship funds, together with any related income or earnings. Upon reasonable notice and at reasonable times, all such records shall be made available for inspection by the Sponsor or by independent auditors appointed by the Sponsor. The Sponsor represents and warrants that it is the sole source of funding for the Sponsorship and that it will maintain sufficient records concerning the Sponsorship.
6. **Compliance with Law.** In the execution and performance of this Agreement, including the Project, QAI confirms that QAI has complied, and will comply, with all applicable laws.
7. **Limitation of Liability.** The Sponsorship is made to QAI solely for charitable purposes. Neither the Sponsor, nor its representatives or agents, intend by this Sponsorship to transact business, establish a legal or physical presence, or carry on any commercial activity, in the United States. No waiver is intended with respect to any jurisdictional or other immunity to which Sponsor is entitled under the laws of the United States or any other jurisdiction. The Parties acknowledge and agree that: (a) execution of the Project is exclusively the responsibility of QAI, and the Sponsor assumes no liability to QAI or to any other party for claims associated with the Project, irrespective of the underlying cause of action; (b) the Sponsor and QAI are independent parties, and neither party shall have any role or influence in the other party's governance, activities, mission, or operations; and (c) QAI expressly waives, and releases the Sponsor (including its representatives and agents) from, any claim, liability or demand related to the Sponsorship or the Project.
8. **Notices.** All notices or communications between the Parties in relation to this Agreement, the Sponsorship, or the Project shall be directed as follows:



التوقيع



If to Sponsor:

Rashed Alquresse, Chief Marketing & Promotion Officer, Qatar National Tourism Council, P.O.Box 24624 Doha, Qatar tel: +97444997475, Email: RAlquresse@visitqatar.qa

If to QAI:

Paul W. Hamill, Executive Director, The Qatar-America Institute, 101 Constitution Ave, N.W., 901 East, Washington, D.C. 20001

9. Disputes. Any controversy or claim arising out of or relating to this Agreement shall be determined exclusively by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be one. The place of arbitration shall be Washington, DC.
10. Entire Agreement. This is the entire agreement of the parties, which shall supersede all prior agreements, written or unwritten, concerning the subject matter herein. No modification of this Agreement shall be effective unless executed in writing by both parties.





IN WITNESS WHEREOF, the Sponsor and QAI have executed this Agreement by their duly authorized representatives.

The SPONSOR

By: 

Dated: .../.../2019

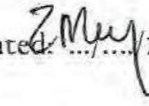
Hassan Al Ibrahim

The Assistant Secretary General
Qatar National Tourism Council
Lusail City – Aljasra Tower B
PO Box: 24624 Doha-Qatar



QAI

By: 

Dated:  2019

Paul W. Hamill
Executive Director
The Qatar American Institute
101 Constitution Ave, N.W.
901 East
Washington, D.C. 20001



ANNEX 1: PROJECT DESCRIPTION

QAI will organize and host a cultural delegation and an interfaith delegation to Qatar in 2019

Delegations to Qatar serve to demonstrate to key Americans the U.S.-Qatar relationship by facilitating direct engagement with Qatari civil society, academic, faith, and cultural institutions and leadership. While each delegation is different, they all enable critical dialogue on issues affecting the American and Qatari people and promote important relationship-building that enhances bilateral trust and cooperation.

Why:

- 1) Educate delegation on the U.S.-Qatar relationship and delegation-specific issues (defense partnership, interfaith initiatives, cultural awareness, etc.)
- 2) Establish and maintain relationships between delegation and Qatari government, national security, civil society, academic, faith, and cultural communities
- 3) Facilitate high-level meetings with delegation and Qatari organization principals in order to create goodwill and advocacy regimes in the U.S.
- 4) Promote an exchange of ideas and commentary between delegation and the Qatari people in order to strengthen people-to-people relationships between the U.S. and Qatar

How:

Each delegation will include:

- 8-12 guests (see below)
- Appropriate travel to and from city of origin, as well as in-country accommodation and transportation
- Orientation on first night
- Briefing materials & bio pack specific to delegation
- 2-3 experienced QAI staff members
- Invitations to delegation alumni events at QAI's DC office
- QAI newsletter subscription



الترويج



- Regularly updated briefing materials
- Access to invite-only QAI meeting and dinners
- Delegation meetings would include:
 - Minister of Defense
 - Minister of Foreign Affairs
 - Minister of Finance
 - Minister of Economy and Commerce
 - Minister of Culture
 - Minister of Education
 - 2022 World Cup Supreme Committee for Delivery and Legacy
 - Governor of Qatar Central Bank
 - Shoura Council
 - National Human Rights Committee
 - Government Communications Office
 - Qatar Foundation
 - Qatar Investment Authority
 - Qatar Petroleum

ANNEX 2: SPONSOR RECOGNITION

The Sponsor may request:

- Brand Visibility on Printed & Digital Media:
 - Logo on QAI's promotional media wall at public event(s)
 - Logo on printed programs, agendas, reports, handouts for QAI's public event(s) Logo on event(s) invitations
 - Logo on QAI's sponsors webpage
 - Logo on social media marketing post(s) for event(s) on Twitter, Instagram, Facebook, LinkedIn, and YouTube
 - Logo on event(s) banners and backdrops
 - Logo on newsletter(s)
 - Ability to suggest limited edits on digital media related to sponsor





المجلس الوطني للسياحة
National Tourism Council

• Exclusivity & Recognition

- Ability to curate guest-list to attend and invite to selected QAI's public events
- Verbal acknowledgement at QAI's public event(s)
- Ability to obtain original professional photos and videos for sponsor-related event(s)
- Promotional opportunity of sponsor's own printed materials during public event(s) such as brochures and handouts
- Verbal acknowledgement at QAI's annual gala
- Ability to carry out on-site promotional activities at QAI's public and VIP event(s)
- Photo and video opportunity of sponsor during QAI's event(s) for, remarks, and sponsor's guests
- Limited invitations to QAI's annual gala



السياحة



SPONSORSHIP AGREEMENT

Between

The National Tourism Council

And

Qatar-America Institute

Project: Qatar Food Festival Series

THIS AGREEMENT, effective 30/04/2019, is executed by and between Qatar National Tourism Council, a governmental agency established by Emiri Decree No. 74 of 2018 and having its address at PO Box 24624, Doha, Qatar. ("QNTC" or the "Sponsor") and Qatar-America Institute, a limited liability company organized under the laws of the District of Columbia ("QAI"), , governs the terms and conditions by which the Sponsor shall provide a Sponsorship to QAI (the "Sponsorship") and the purpose and use of that Sponsorship by QAI.

WHEREAS, subject to the terms set forth in this Agreement, Sponsor has selected QAI as a recipient of a Sponsorship from the Sponsor for the purpose of organising " Qatar Food Festival events, throughout 2019", the project described in ANNEX 1 (the "Project"); and

WHEREAS the Sponsor understands and agrees that its "Sponsorship Amount" shall have no influence or bearing on QAI's mission, activities, programs, policies, or acts in any way other than by means of a restricted Sponsorship to support the Project and that the Sponsor shall have no role or influence on QAI's governance, which shall remain exclusively subject to the Board of Directors of QAI.





NOW THEREFORE , the Parties agree as follows:

1. The Sponsorship Pledge. The Sponsor pledges to give the sum of US\$ \$50,000 Fifty thousand US Dollars (the "Sponsorship Fund") to QAI, to be used exclusively for the project described in this Agreement. The "Sponsorship Fund" shall be paid as a single lump-sum monetary payment on (the "Sponsorship Date").
2. Project Responsibilities. QAI shall establish, manage and execute the Project. QAI shall use the "Sponsorship Fund", including any income or proceeds generated by the Sponsorship for the Project. For the avoidance of doubt, the Sponsor assumes no responsibility for the Project, and shall exercise no governance or management role with respect to the Project or QAI. QAI shall recognize the Sponsor and the Sponsorship in accordance with the Sponsorship recognition terms, if any, set forth in ANNEX 2. To the extent that the Project does not use the full Sponsorship Fund, the residual monies may be used by QAI in such a way as to enable QAI to: pursue its Mission, maintain QAI's independence, protect QAI's reputation, and accomplish the Sponsor's objectives underlying the Sponsorship, so long as the residual monies do not exceed 25 percent of the Sponsorship Fund.
3. Changed Circumstances. To the extent that: (a) a change in circumstances precludes or substantially inhibits execution of the Project; or (b) the QAI fails to execute the Project substantially in accordance with the Project Description, the unexpended portion of the "Sponsorship Fund" shall be returned by QAI to the Sponsor upon written request by the Sponsor, and this Agreement shall terminate.
4. Reporting. Commencing with QAI's receipt of any portion of the Sponsorship funds, QAI shall submit written reports to the Sponsor not later than 30 days after the end of each calendar year, and such reports shall include the following information: (a) a narrative description of the status, progress, and accomplishments of the Project; and (b) an accounting of Sponsorship funds received, and expenditures in furtherance of the Project.





5. **Audit and Access to Records.** QAI shall make and keep books, records and accounts that, in reasonable detail, accurately and fairly reflect financial transactions and accounting operations associated with the Sponsorship, including custody and disposition of the Sponsorship funds, together with any related income or earnings. Upon reasonable notice and at reasonable times, all such records shall be made available for inspection by the Sponsor or by independent auditors appointed by the Sponsor. The Sponsor represents and warrants that it is the sole source of funding for the Sponsorship and that it will maintain sufficient records concerning the Sponsorship.
6. **Compliance with Law.** In the execution and performance of this Agreement, including the Project, QAI confirms that QAI has complied, and will comply, with all applicable laws.
7. **Limitation of Liability.** The Sponsorship is made to QAI solely for the promotion of Qatar Food Festival Series purposes. Neither the Sponsor, nor its representatives or agents, intend by this Sponsorship to transact business, establish a legal or physical presence, or carry on any commercial activity, in the United States. No waiver is intended with respect to any jurisdictional or other immunity to which the Sponsor is entitled under the laws of the United States or any other jurisdiction. The Parties acknowledge and agree that: (a) execution of the Project is exclusively the responsibility of QAI, and the Sponsor assumes no liability to QAI or to any other party for claims associated with the Project, irrespective of the underlying cause of action; (b) the Sponsor and QAI are independent parties, and neither party shall have any role or influence in the other party's governance, activities, mission, or operations; and (c) QAI expressly waives, and releases the Sponsor (including its representatives and agents) from, any claim, liability or demand related to the Sponsorship or the Project.
8. **Notices.** All notices or communications between the Parties in relation to this Agreement, the Sponsorship, or the Project shall be directed as follows:





If to the Sponsor:

Rashed Alqurese, Chief Marketing & Promotion Officer, Qatar
National Tourism Council, P.O.Box 24624 Doha, Qatar tel:
+97444997475, Email: RAlqurese@visitqatar.qa

If to QAI:

Paul W. Hamill, Executive Director, The Qatar-America Institute,
101 Constitution Ave, N.W., 901 East, Washington, D.C. 20001

9. Disputes. Any controversy or claim arising out of or relating to this Agreement shall be determined exclusively by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be one. The place of arbitration shall be Washington, DC.
10. Entire Agreement. This is the entire agreement of the parties, which shall supersede all prior agreements, written or unwritten, concerning the subject matter herein. No modification of this Agreement shall be effective unless executed in writing by both parties.





IN WITNESS WHEREOF, the Sponsor and QAI have executed this Agreement by their duly authorized representatives.

The SPONSOR

By: 

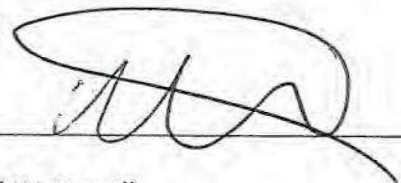
Dated: .../.../2019

Hassan Al Ibrahim

The Assistant Secretary General
Qatar National Tourism Council
Lusail City – Aljasra Tower B
PO Box: 24624 Doha-Qatar



QAI

By: 

Dated: 3 May 2019

Paul W. Hamill
Executive Director
The Qatar American Institute
101 Constitution Ave, N.W.
901 East
Washington, D.C. 20001





ANNEX 1: PROJECT DESCRIPTION

Food Festival Series

QAI will organize a number Qatar Food Festival events, throughout 2019

What:

Qatari Food Festivals represent opportunities to bring together different groups of people over food & drink with unique interests in learning more about Qatar and strengthening the relationship between Qatar and U.S. These events bring together members of Congress, academics, think tankers, policy-makers, influential leaders, and other ranging from business executives to young professionals and students.

QAI have already hosted food festivals that have focused on different themes including receptions for state societies such as the Illinois State Society, thematic Iftars during Ramadan, and Alumni Events including Georgetown University's DC alumni reception among many others.

Why:

These events pose a good networking opportunity for people with business and academic interests in the Middle East to meet. They are invite-only and hosted at QAI's event space. QAI's event space is located at 101 Constitution Avenue and can accommodate up to 150 VIP guests for receptions in its space overlooking the Capital building which includes a large indoor greeting space and a large terrace ideal for outdoor events weather permitting. The food festivals also feature a hand-selected menu of unique Qatar cuisine catered by the most authentic American-Qatari cuisine chef.

Sponsoring these events host an ideal opportunity for a sponsor to get direct access to a network of over 2,000 guests with work experience and interest in Qatar. The events also provide sponsors the opportunity to give remarks to the audience of over 100 at each event and many more through social media. Moreover, VIP speakers are invited to join others in a hand-selected line-up of keynotes at these events. Prior keynotes have included former and current members of Congress, prominent business leaders and key individuals. Monthly Food Festivals represent opportunities to bring





together different groups of people over food & drink with unique interests in learning more about Qatar or strengthening the relationship between Qatar and U.S.

How:

Each food festival take place in QAI event space, many with different themes, including:

- 1) Alumni event/s
- 2) Visiting minister/ official event/s
- 3) Business theme event/s (incl. World Cup)
- 4) State society event/s
- 5) Interfaith event/s
- 6) Ramadan event/s

Each food festival will include:

- 80-120 guests
- Food menu (Qatari and Arab dishes)
- TV Scenes with videos and promotional material
- Hand-outs
- Short remarks by VIPs

Each food festival will include promotion as:

- Individual Event Invite
- Webpage with photos and comments
- Press Release (incl. the webpage)
- Journalists would be invited to join



ANNEX 2: SPONSOR RECOGNITION

The Sponsor may request:

- o Logo on QAI's promotional media wall at public event(s)
- o Logo on printed programs, agendas, reports, handouts for QAI's public event(s)

Exclusivity & Recognition:

- o Ability to curate guest-list to attend and invite to selected QAI's public events
- o Verbal acknowledgement at QAI's public event(s)



SPONSORSHIP AGREEMENT
Between
The National Tourism Council
And
Qatar-America Institute

“ PROJECT: New York Program and Events”

THIS AGREEMENT, effective 30/04/2019, is executed by and between Qatar National Tourism Council, a governmental agency established by Emiri Decree No. 74 of 2018 and having its address at PO Box 24624, Doha, Qatar. (the “Sponsor”) and the Qatar-America Institute, a limited liability company organized under the laws of the District of Columbia (“QAI”), governs the terms and conditions by which the Sponsor shall provide a Sponsorship to QAI (the “Sponsorship”) and the purpose and use of that Sponsorship by QAI.

WHEREAS, subject to the terms set forth in this Agreement, the Sponsor has selected QAI as a recipient of a Sponsorship Fund from the Sponsor for the purpose of “ Expanding QAI reach with regular and sustainable events in New York, with cultural discussions, VIP salon type dinners, Majlis food festivals” the project described in Annex 1 (the “Project”); and

WHEREAS the Sponsor understands and agrees that its Sponsorship shall have no influence or bearing on QAI’s mission, activities, programs, policies, or acts in any way other than by means of a restricted Sponsorship to support the Project and that the Sponsor shall have no role or influence on QAI’s governance, which shall remain exclusively subject to the Board of Directors of QAI.





NOW THEREFORE, the Parties agree as follows:

1. Sponsorship Pledge. The Sponsor pledges to give the sum of US\$ 175,000 - One Hundred Seventy Five Thousand US Dollars (the "Sponsorship Fund") to QAI, to be used exclusively for the project described in this Agreement. The Sponsorship Fund shall be paid as a single lump-sum monetary payment on (the "Sponsorship Date").
2. Project Responsibilities. QAI shall establish, manage and execute the Project. QAI shall use the Sponsorship Fund, including any income or proceeds generated by the Sponsorship for the Project. For the avoidance of doubt, the Sponsor assumes no responsibility for the Project, and shall exercise no governance or management role with respect to the Project or QAI. QAI shall recognize the Sponsor and the Sponsorship in accordance with the Sponsorship recognition terms, if any, set forth in Annex 2. To the extent that the Project does not use the full Sponsorship Amount, the residual monies may be used by QAI in such a way as to enable QAI to: pursue its Mission, maintain QAI's independence, protect QAI's reputation, and accomplish the the Sponsor's objectives underlying the Sponsorship, so long as the residual monies do not exceed 25 percent of the Sponsorship Fund.
3. Changed Circumstances. To the extent that: (a) a change in circumstances precludes or substantially inhibits execution of the Project; or (b) the QAI fails to execute the Project substantially in accordance with the Project Description, the unexpended portion of the Sponsorship shall be returned by QAI to the Sponsor upon written request by the Sponsor, and this Agreement shall terminate.
4. Reporting. Commencing with QAI's receipt of any portion of the Sponsorship funds, QAI shall submit written reports to the Sponsor not later than 30 days after the end of each calendar year, and such reports shall include the following information: (a) a narrative description of the status, progress, and accomplishments of the Project; and (b) an accounting of Sponsorship funds received, and expenditures in furtherance of the Project.





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6. **Compliance with Law.** In the execution and performance of this Agreement, including the Project, QAI confirms that QAI has complied, and will comply, with all applicable laws.
7. **Limitation of Liability.** The Sponsorship is made to QAI solely for charitable purposes. Neither the Sponsor, nor its representatives or agents, intend by this Sponsorship to transact business, establish a legal or physical presence, or carry on any commercial activity, in the United States. No waiver is intended with respect to any jurisdictional or other immunity to which the Sponsor is entitled under the laws of the United States or any other jurisdiction. The Parties acknowledge and agree that: (a) execution of the Project is exclusively the responsibility of QAI, and the Sponsor assumes no liability to QAI or to any other party for claims associated with the Project, irrespective of the underlying cause of action; (b) the Sponsor and QAI are independent parties, and neither party shall have any role or influence in the other party's governance, activities, mission, or operations; and (c) QAI expressly waives, and releases the Sponsor (including its representatives and agents) from, any claim, liability or demand related to the Sponsorship or the Project.
8. **Notices.** All notices or communications between the Parties in relation to this Agreement, the Sponsorship, or the Project shall be directed as follows:





If to Sponsor:

Rashed Alquresse, Chief Marketing & Promotion Officer, Qatar National Tourism Council, P.O.Box 24624 Doha, Qatar tel: +97444997475, Email: RAlquresse@visitqatar.qa

If to QAI:

Paul W. Hamill, Executive Director, The Qatar-America Institute, 101 Constitution Ave, N.W., 901 East, Washington, D.C. 20001

9. Disputes. Any controversy or claim arising out of or relating to this Agreement shall be determined exclusively by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association. The number of arbitrators shall be one. The place of arbitration shall be Washington, DC.
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IN WITNESS WHEREOF, the Sponsor and QAI have executed this Agreement by their duly authorized representatives.

The SPONSOR

By: 

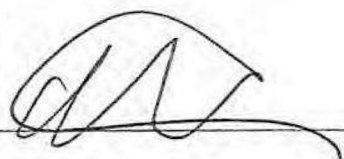
Dated: .../.../2019

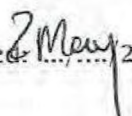
Hassan Al Ibrahim

The Assistant Secretary General
Qatar National Tourism Council
Lusail City – Aljasra Tower B
PO Box: 24624 Doha-Qatar



QAI

By: 

Dated:  2019

Paul W. Hamill
Executive Director
The Qatar American Institute
101 Constitution Ave, N.W.
901 East
Washington, D.C. 20001



ANNEX 1: PROJECT DESCRIPTION

Expanding QAI reach with regular and sustainable events in New York, with cultural discussions, VIP salon type dinners, Majlis food festivals.

What:

Art and Culture Series

Developed in partnership with IAIA and other relevant US and Qatari partners

- Informal gallery reception for 50+ people
- Panel presentation/discussion
- Opportunity to organize private VIP dinners with panelists and cultural influencers
- 4-6 events per year

Majlis / Food Festival Series

This is a monthly informal gathering targeting young professionals in influential fields such as journalism, medicine, engineering, etc. Each event will feature a compelling influencer from the field featured in the event who is Qatari or has had significant experience in Qatar.

- Salon-styled gathering of 40+
- Presentation from featured guest & informal conversation. Each event will have a host to lead discussion and ensure engagement
- 4-5 events per year





ANNEX 2: SPONSOR RECOGNITION

The Sponsor may request:

- Brand Visibility on Printed & Digital Media:
 - o Logo on QAI's promotional media wall at public event(s)
 - o Logo on printed programs, agendas, reports, handouts for QAI's public event(s) Logo on event(s) invitations
 - o Logo on QAI's sponsors webpage
 - o Logo on social media marketing post(s) for event(s) on Twitter, Instagram, Facebook, LinkedIn, and YouTube
 - o Logo on event(s) banners and backdrops
 - o Logo on newsletter(s)
 - o Ability to suggest limited edits on digital media related to sponsor
- Exclusivity & Recognition
 - o Ability to obtain original professional photos and videos for sponsor-related event(s)
 - o Promotional opportunity of sponsor's own printed materials during public event(s) such as brochures and handouts
 - o Verbal acknowledgement at QAI's annual gala

